



**ALAMEDA COUNTY HEALTH, BEHAVIORAL HEALTH DEPARTMENT (ACBHD)
REQUEST FOR PRE-QUALIFICATION (RFPQ) 26-03
SPECIFICATIONS, TERMS & CONDITIONS
FOR
EATING DISORDER TREATMENT SERVICES**

**For complete information regarding this project, see RFPQ posted at
http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp or
contact the County representative listed below.**

**RFPQ RESPONSES DUE
by 2:00 pm on Thursday, May 14, 2026
to
ACBHD Procurement
Email: procurement@acgov.org**

Proposals received after this date/time will NOT be accepted

TABLE OF CONTENTS

	Page
I. STATEMENT OF WORK.....	3
A. INTENT.....	3
B. BACKGROUND/SCOPE	4
C. BIDDER QUALIFICATION CRITERIA.....	5
II. INSTRUCTIONS TO BIDDERS.....	7
A. COUNTY CONTRACTS.....	7
B. CALENDAR OF EVENTS	8
C. SMALL LOCAL EMERGING BUSINESS (SLEB) PREFERENCE POINTS	8
D. SUBMITTAL OF PROPOSALS/BIDS	9
E. RESPONSE FORMAT/PROPOSAL RESPONSES.....	11
F. CONTRACT EVALUATION AND ASSESSMENT	11
G. AWARD	11
H. PRICING	12
I. INVOICING	12
J. EVALUATION PROCESS AND NOTICE OF INTENT TO AWARD	13
K. TERM/TERMINATION/RENEWAL	13
III. APPENDICES	14
A. GLOSSARY & ACRONYM LIST	14
B. BID RESPONSE PACKET	15
C. EXHIBIT C: INSURANCE REQUIREMENTS	16

I. STATEMENT OF WORK

A. INTENT

The intent of this Request for Pre-Qualification (RFPQ) is to identify qualified Bidders interested in providing eating disorder (ED) treatment services through a pool of contractors. Alameda County Behavioral Health Department (hereafter referred to as ACBHD or County) will identify and refer clients as having eating disorders and not successfully managing their symptoms through outpatient treatment with existing ACBHD outpatient providers or needing a higher level of care outside of ACBHD.

ACBHD intends to award Services as Needed (SAN) contracts to Bidders who meet the Bidder Qualification Criteria (see Section I.C. below), for one or more of the following programs:

Services	Service Areas
Residential Treatment	Services must be within California
Eating Disorder Specific Partial Hospitalization Program (PHP)	<ul style="list-style-type: none"> • In-person services: must be within 100-mile radius of Alameda County • Telehealth services: must be provided by a practitioner licensed in California • If transitional housing is also available, services must be within California
Eating Disorder Specific Intensive Outpatient Services (IOP)	<ul style="list-style-type: none"> • In-person services: must be within 100-mile radius of Alameda County • Telehealth services: must be provided by a practitioner licensed in California • If transitional housing is also available, services must be within California
Transitional Housing for Eating Disorder Specific PHP and IOP	<ul style="list-style-type: none"> • Services must be within California
Specialized Eating Disorder Services¹	<ul style="list-style-type: none"> • In-person services: must be within 100-mile radius of Alameda County • Telehealth services: must be provided by a practitioner licensed in California

¹ Specialized services may include combinations of services such as multi-disciplinary team approaches, individual therapy, group therapy, family therapy, monitoring by a licensed dietician, and medication support with a licensed prescriber/psychiatrist in an outpatient setting.

Bidders applying for Specialized ED services may propose new and emerging ED treatment modalities, pending ACBHD review and approval. *Through this RFPQ, ACBHD seeks specialized eating disorder treatment programs, and not standard mental health outpatient service providers with a focus on eating disorders.*

The County does not guarantee any minimum or maximum dollar amount or any awarded scope of services under this contract. ACBHD does not discriminate against particular Bidders that serve high-risk populations or specialize in conditions that require costly treatment.²

ACBHD reserves the right to end a contract if/when the awarded Contractor materially alters staff, deliverables, and outcomes any time after the contract award. The County is not obligated to award any contracts as a result of this RFPQ process. The County may, but is not obligated to, renew any awarded contract. Any renewal of an awarded contract shall be contingent on the availability of funds, awarded Contractor's performance, and continued prioritization of the activities and priority populations as defined and determined by ACBHD.

B. BACKGROUND/SCOPE

As defined in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5), EDs include Anorexia Nervosa, Bulimia Nervosa, Binge Eating Disorder, Avoidant/Restrictive Food Intake Disorder, and Other Specified Feeding or Eating Disorder. At least 30 million people of all ages, gender identifications, sexual orientations, and races/ethnicities suffer from an ED in the United States. Binge Eating Disorder is the most common eating disorder in the United States. According to the National Institute of Mental Health, the lifetime prevalence of Binge Eating Disorder in adults is 2.8%. Though less prevalent than Binge Eating Disorder, Anorexia Nervosa has the highest mortality rate of any mental illness. Common risk factors faced by people with EDs include social isolation, family conflict/instability, depression, anxiety, low self-esteem, insomnia, self-harm, suicidal ideation, rapid weight loss, and long term medical and dental problems that can lead to medical complications and possibly death.

As a Mental Health Plan, ACBHD seeks to expand its pool of ED service providers in order to offer a variety of treatment models to clients. Clients who present with EDs are often resistant to treatment, and a single treatment model may not be the most appropriate or effective for each client. When clients participate in a treatment program that best meet their needs and presentation, this can prevent repeated cycling through services. By expanding the number of ACBHD contractors to provide higher level of care for ED treatment services through a pool of

² To comply with 42 CFR § 438.214 as a Prepaid Inpatient Health Plan (PIHP).

contractors, ACBHD clients will have more options for appropriate treatment, based on each client's need.

The awarded Contractors shall offer one or more of the following modalities:

- Residential treatment for youth and for adults with EDs as the primary diagnosis (24-hour programs);³
- PHPs with EDs as the primary diagnosis for a minimum of six hours of treatment per day; available five to seven days per week;
- IOPs with EDs as the primary diagnosis for a minimum of three hours of treatment per day; available three to six days per week;
- Transitional Housing for clients participating in ED specific PHP or IOP if distance from the provider to the clients' homes is prohibitive for participation in services; and
- Specialized ED services may include a combination of individual, family, group therapy services in an outpatient setting utilizing a multi-disciplinary approach via in person services or telehealth.

The priority population for these services is individuals suffering from the signs and symptoms of EDs.

The program model shall utilize Evidence Based Practices (EBPs) for treating EDs and shall offer individual therapy, group therapy, and family therapy as part of the treatment. All programs shall offer monitoring by a licensed dietician and medication support with a licensed prescriber/psychiatrist. Licensed staff providing telehealth services must be licensed in California. PHP and Residential programs shall have access to medical staff. Providers must be willing to work with third-party primary care providers and other medical staff, in addition to ACBHD, in the discharge planning. **The awarded Contractor(s) must possess valid licenses and a current fire clearance certificate.**

C. BIDDER QUALIFICATION CRITERIA

Bidder qualification criteria include the following:

1. Bidder must have at least one year of experience providing Eating Disorder specific treatment services to the priority population for the service(s) applying for.

³ Bidders must have a valid license (either California Department of Social Services Community Care Group Home or California Department of Public Health Congregate Living Facility, as appropriate) to be considered for a Residential treatment contract.

Bidders are eligible to participate in the RFPQ process if they meet the Bidder Qualification Criteria. Please note, ACBHD will disqualify proposals that:

- Do not demonstrate that Bidder meets the specified Bidder Qualification Criteria
- Are unreasonable and/or unrealistic in terms of budget, as solely determined by ACBHD
- Exceed the maximum page limit

Other Requirements

Office of the Inspector General (OIG) and Other Exclusion List Background Checks – Monitoring, Oversight and Reporting

In accordance with Alameda County Health’s Policy and Procedure on Exclusion Screening,⁴ Contractor will check and verify all employees, both clinical and non-clinical, who will be providing and/or supporting services under this program, for:

- National Plan & Provider Enumeration System (NPPES) – NPI Number (<http://npiregistry.cms.hhs.gov/>)
- Licenses are verified to be current with no restrictions
- Office of the Inspector General list of Excluded Individuals & Entities (OIG/LEIE) database (<https://exclusions.oig.hhs.gov/>)
- GSA System Award Management (SAM/EPLS) database (<https://www.sam.gov/SAM/>)
- California DHCS Medi-Cal Suspended & Ineligible list (<https://mcweb.apps.prd.cammiis.medi-cal.ca.gov/references/sandi>)
- Social Security Administration Death Master File (SSDMF)

Bidder shall submit an attestation with their bid (“OIG and Other Exclusion List Background Checks Attestation”) that they have verified the above items for all staff, as required. Upon contract award, Contractor shall submit a detailed roster of all staff, Officers, Agents, Board Members and Owners with five percent or greater ownership interest. ACBHD will conduct an exclusion screening, and any issues identified as a result of the screening must be resolved prior to contract execution. If there are unresolved issues, ACBHD may not contract with the awarded Contractor.

⁴ <https://bhcsproviders.acgov.org/providers/PP/OCS.C.001%20HCSA%20Exclusion%20Screening%20Policy.pdf>

II. INSTRUCTIONS TO BIDDERS

A. COUNTY CONTRACTS

All contact during the competitive RFPQ process shall be through the RFPQ contact, only.

The official notification and posting places for this RFPQ and any Addenda are:

- The ACBHD website <https://bhcsproviders.acgov.org/providers/network/rfp.htm> and
- The General Services Agency (GSA) website

<https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>

The evaluation phase of the competitive process shall begin upon receipt of proposals until contract award. Bidders shall not contact or lobby ACBHD during the evaluation process. Attempts by Bidders to contact ACBHD may result in disqualification of the Bidder's proposal.

All questions regarding these specifications, terms and conditions shall be submitted in writing, preferably via e-mail, to:

ACBHD Procurement
1900 Embarcadero Cove Suite 205
Oakland, CA 94606
Email: Procurement@acgov.org

B. CALENDAR OF EVENTS

Events	Dates/Location
Request Issued	March 6, 2026
Written Questions Due	Thursday, April 16, 2026 by 5:00 pm
Questions and Answers Issued	April 23, 2026
Responses Due	Thursday, May 14, 2026, by 2:00 pm
Award Date	June 4, 2026
Board Agenda Date	September 2026
Contract Start Date	October 1, 2026

Note: Award Recommendation, Board Agenda and Contract Start dates are approximate. Other dates are subject to change. Bidders will be notified of any changes via email. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions. By submission of a proposal, Bidder certifies that if awarded a contract Bidder shall make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

C. SMALL LOCAL EMERGING BUSINESS (SLEB) PREFERENCE POINTS

The County is vitally interested in promoting the growth of small and emerging local businesses by means of increasing the participation of these businesses in the County’s purchase of goods and services.

As a result of the County’s commitment to advance the economic opportunities of these businesses, Bidders must meet the County’s SLEB requirements to be considered for the contract award. Bidders must be SLEB-certified or Local-certified at the time of bid submission in order to receive SLEB and/or Local preference points. These requirements can be found online at: <http://acgov.org/auditor/sleb/overview.htm>.

For purposes of this proposal, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Codes: 621330, 621420, 624190, 623220, and 623990.

A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half (1/2) that of a small business OR having less than one-half (1/2) the number of employees AND that has been in business less than five (5) years.

The County also encourages participation by minority and women-owned businesses.

D. SUBMITTAL OF PROPOSALS/BIDS

1. All proposals must be received electronically by ACBHD **no later than 2:00 pm on the due date specified on the RFP cover and Calendar of Events in this RFP**. ACBHD cannot accept late proposals. Any proposals received after stated time and/or date or at an email address other than the stated address cannot be considered and shall be returned to the Bidder unread/unopened.

All proposals must be received and time stamped at the stated delivery address prior to the time designated. ACBHD's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of bids.

2. Bidders must submit proposals which clearly state Bidder and RFP name. Proposals shall include:
 - a. A single PDF copy of the proposal. Proposal is to be clearly marked on the cover, and
 - b. An Excel copy of the completed Budget Worksheet.

Bidders shall ensure that proposals are:

- Single spaced
- 1-inch margins
- 11-point Arial font
- Conform to the maximum page limits

3. Bidder agrees and acknowledges all RFPQ specifications, terms and conditions and indicates ability to perform by submission of proposal.
4. Submitted proposals shall be valid for a minimum period of eighteen months.
5. All costs required for the preparation and submission of a proposal shall be borne by Bidder.
6. Proprietary or Confidential Information: No part of any proposal response is to be marked as confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFPQ may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of County. County reserves the right to make use of any information or ideas contained in submitted proposals. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) or of "trade secrets" protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq.).

7. All other information regarding proposals shall be held as confidential until such time as ACBHD has completed its evaluation, notification of recommended award has been made and the contract has been fully negotiated with the recommended awardees named in the intent to award/non-award notification. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, shall receive mailed intent to award/non-award notification, which shall include the name of the Bidder(s) recommended for award of this service. In addition, recommended award information will be posted on the ACBHD website.
8. Each proposal received, with the name of the Bidder, shall be entered on a record, and each record with the successful proposal indicated thereon shall, after the negotiations and award of the order or contract, be open to public inspection.
9. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
11. As applicable, the undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
12. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
13. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

E. RESPONSE FORMAT/PROPOSAL RESPONSES

Bidders may use the provided Bid Response Template to address and complete your proposals, and must submit all signed statements contained within the Bid Response Packet. The person(s) administering the competitive process will review each proposal for completeness against the RFPQ requirements and ensure that responses conform to a **total page maximum of six pages**. Bidders cannot submit non-material documents after the proposal due date, in order to complete their proposal. Proposals with any missing items of submittals as outlined in the RFPQ and any Addenda shall be deemed incomplete and may be rejected.

Proposals shall be complete, substantiated, concise and specific to the information requested. Any superfluous and unrequested material submitted with the bid will be removed and will not be viewed by ACBHD staff. Any material deviation from the requirements may be cause for rejection of the proposal, as determined at the sole discretion of ACBHD.

F. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract, which may be awarded to a successful Bidder (“Contractor”), persons designated by the County may meet with the Contractor to evaluate the performance and to identify any issues or potential problems.

The County reserves the right to determine, in its sole discretion, (a) whether Contractor has complied with all terms of this RFPQ and (b) whether any problems or potential problems are evidenced which make it unlikely (even with possible modifications) that the proposed program and services will meet the County requirements. If, as a result of such determination, the County concludes that it is not satisfied with Contractor, Contractor’s performance under any awarded contract as contracted for therein, the Contractor shall be notified of contract termination effective forty-five (45) days following notice. The County shall have the right to invite the next highest ranked Bidder to enter into a contract.

The County also reserves the right to re-bid these programs if it is determined to be in its best interest to do so.

G. AWARD

1. The County reserves the right to reject any or all proposals that materially differ from any terms contained in this RFPQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.

2. Any proposal that contains false or misleading information may be disqualified by the County.
3. The County reserves the right to award to a single or multiple Contractors.
4. The County has the right to decline to award a contract in whole or any part thereof for any reason.
5. BOS approval to award a contract is required.
6. A contract must be negotiated, finalized, and signed by the intended awardee prior to BOS approval.
7. Final terms and conditions shall be negotiated with the Bidder recommended for award. The successful Bidder may request a copy of the Master Agreement template from the ACBHD RFPQ contact. The template contains the agreement boilerplate language only.
8. The RFPQ specifications, terms, conditions, Exhibits, Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFPQ.

H. PRICING

Federal and State minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

I. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. Payment will be made within thirty days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County purchase order (PO) number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.

7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

J. EVALUATION PROCESS AND NOTICE OF INTENT TO AWARD

Qualification of Bidders will be performed by County staff who have expertise or experience in the area of Eating Disorder treatment services. These experts will evaluate and verify Bidder responses and recommend Bidders for inclusion in the pool of contractors. The Procurement Lead shall notify Bidders of the qualification outcome. Only qualified and approved Bidders will have the opportunity to provide services requested by this RFPQ.

At the conclusion of the proposal evaluation process (“Evaluation Process”), all Bidders will be notified in writing by e-mail of the contract award recommendation, if any, by ACBHD. The document providing this notification is the Notice of Intent to Award.

The Notice of Intent to Award shall provide the following information:

- The name of the Bidder being recommended for contract award; and
- The names of all other Bidders that submitted proposals.

At the conclusion of the RFPQ response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful Bidder’s proposal.

- Under no circumstances shall any discussion be conducted with regard to contract negotiations with the recommended /successful Bidder.
- Debriefing may include review of the recommended/ successful Bidder’s proposal/s with redactions as appropriate.

All submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

K. TERM/TERMINATION/RENEWAL

The term of the contract, which may be awarded pursuant to this RFPQ, will be one or more years and may be renewed thereafter, contingent on the availability of funds, Contractor’s performance, continued prioritization of the activities and priority populations, as defined and determined by ACBHD.

III. APPENDICES

A. GLOSSARY & ACRONYM LIST

Agreement	The formal contract between ACBHD and Contractor.
ACBHD	Alameda County Health, Behavioral Health Department, a department of the Alameda County Health Care Services Agency.
Bid	A Bidders' response to this Request; used interchangeably with proposal.
Bidder	The specific person or entity responding to this RFPQ.
Board	Shall refer to the County of Alameda Board of Supervisors.
Client	The recipient of services.
Community-Based Organization (CBO)	A non-governmental organization that provides direct services to beneficiaries.
Contractor	When capitalized, shall refer to selected Bidder that is awarded a contract.
County	When capitalized, shall refer to the County of Alameda.
DSM	Diagnostic and Statistical Manual of Mental Disorders
ED	Eating Disorder
IOP	Intensive Outpatient Program
Federal	Refers to United States Federal Government, its departments and/or agencies.
MHPAEA	Mental Health Parity and Addiction Equity Act of 2013
PHP	Partial Hospitalization Program
Proposal	Shall mean Bidder's response to this RFPQ; used interchangeably with bid.
Qualified	Competent by training and experience, and in compliance with specified requirements.
Request for Pre-Qualification (RFPQ)	Shall mean this document, which is the County of Alameda's request for proposal to provide the services being solicited herein; also referred herein as RFPQ.
Response	Shall refer to Bidder's proposal submitted in reply to RFPQ.
SLEB	Small Local Emerging Business
State	Refers to State of California, its departments and/or agencies.

B. BID RESPONSE PACKET

C. EXHIBIT C: INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bidder Information and Acceptance, the Bidder agrees to meet the minimum insurance requirements state din the RFPQ, prior to award. This documentation must be provided to the County, prior to awards, and shall include insurance certificate and additional insured certificate, naming County of Alameda, which meets the minimum insurance requirements, as stated in the RFPQ.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFPQ:

*****SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS*****

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate

E **Endorsements and Conditions:**

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Proof of workers' compensation insurance coverage is not required if contractor provides a signed Workers Compensation Written Declaration of Compliance.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".

- | | |
|--|--|
| | <p>7. CANCELLATION OF INSURANCE: Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.</p> <p>1. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.</p> |
|--|--|

Certificate C-2C with EO
(Rev. 3/30/2020)

Page 1 of 1